

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

EISAI INC.

Plaintiff,

v.

ZURICH AMERICAN INSURANCE
COMPANY,

Defendant.

CIVIL ACTION

No.: 12-cv-07208-ES-CLW

WAIVER OF SERVICE OF SUMMONS

TO: **Whitney D. Clymer, Esq., Reed Smith LLP**

I, _____, acknowledge receipt of your request to waive service of a summons in this action, **Eisai Inc. v. Zurich American Insurance Company**, which is case number **12-cv-07208-ES-CLW** in the **United States District Court for the District of New Jersey**.


I have also received a copy of the Complaint in the action, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I, or the entity I represent, be served with judicial process in the manner provided in Rule 4.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from December 7, 2012, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

12/17/12
(DATE)



Attorney for Defendant Zurich American Insurance Company

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and compliant. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expense of service, unless the defendant shows good cause for the failure.

“Good cause” does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant’s property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

RECEIVED
ROPERS, MAJESKI
NYO

DEC 07 2012

CALENDARED _____

FILE _____